



Maintenance Agreement Work by WSDOT Actual Costs	Organization and Address
	Federal Tax ID
Agreement No.	Estimated Costs
Description of Work	

This AGREEMENT made and entered into this _____ day of _____, by and between the State of Washington, Washington State Department of Transportation, acting by and through the Secretary of the Department of Transportation, under virtue of RCW 47.28.140, and hereinafter designated as the “STATE,” and the above named organization, hereinafter designated as the “AGENCY,”

Whereas, the AGENCY has requested the STATE to perform certain work as described above, and the AGENCY does not have the adequate personnel or equipment to perform the work,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I GENERAL

The STATE as agent, acting for and on behalf of the AGENCY, shall perform the above described work.

II PAYMENT

The estimated cost of the work is as defined above. The AGENCY agrees to set aside funds for payment to the STATE for such work in this amount.

The AGENCY agrees to reimburse the STATE for the actual cost of the work. Payment shall be made upon presentation of progress billings by the STATE, and within thirty (30) days after the AGENCY has received each billing.

The AGENCY agrees further that if payment for progress billings is not made to the STATE within forty-five (45) days after the AGENCY has been billed for the work, the STATE may withhold any monies which the AGENCY is entitled to receive from the Motor Vehicle Fund and apply the withheld monies to the amount billed by the STATE until satisfied.

**III
INDEMNIFICATION**

The AGENCY will protect, save and hold harmless the STATE, Washington State Department of Transportation (WSDOT) and their officers, agents, and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the acts or omissions of WSDOT, their assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this agreement. The AGENCY further agrees to defend the WSDOT and their authorized agents and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts for activities authorized by this agreement. This obligation shall not include such claims, costs, damages, or expenses which may be caused by the sole

negligence of WSDOT or their authorized agents or employees: PROVIDED that if the claims or damages are caused by or result from the concurrent negligence of:

- a. WSDOT and their agents or employees, and
- b. the AGENCY, its agents or employees and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the WSDOT, or their agents or employees.

**IV
RIGHT OF ENTRY**

The LOCAL AGENCY herein grants and conveys to the STATE the right of entry upon all land which the LOCAL AGENCY has interest, within or adjacent to the right of way of the highway or street for the purpose of accomplishing the work described as part of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

LOCAL AGENCY

By: _____

Date: _____

**STATE OF WASHINGTON
DEPARTMENT OF TRANSPORTATION**

By: _____